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8 **UNITED STATES DISTRICT COURT**
9 **WESTERN DISTRICT OF WASHINGTON**
10 **TACOMA DIVISION**

11 MG PREMIUM LTD, a limited liability
12 company organized under the laws of the
13 Republic of Cyprus,

14 Plaintiff,

15 vs.

16 THOMAS ZANG, an individual; HOWARD
17 STROBLE, an individual; MATHEW
18 BRADLEY, an individual; MICHAEL GOAL,
19 an individual; MATEUSZ CZAJKA, aka
20 CZAJKA MATEUSZ, aka CZAJKA
21 WIESLAWA, an individual; and DOES 1-20,
d/b/a YESPORNPLease.COM and/or
VSHARE.IO,

22 Defendants.

Case No.: 3:20-cv-05134-BHS

ORDER GRANTING PLAINTIFF'S *EX*
***PARTE* MOTION FOR LEAVE FOR**
ALTERNATIVE SERVICE

23 **ORDER GRANTING PLAINTIFF'S *EX PARTE* MOTION FOR LEAVE FOR**
24 **ALTERNATIVE SERVICE**

25 ORDER GRANTING PLAINTIFF'S *EX PARTE*
26 MOTION FOR LEAVE FOR ALTERNATIVE SERVICE

1 The Court, having read all papers filed in connection with the Plaintiff's *Ex Parte* Motion
2 for Leave For Alternative Service, having considered the issues raised therein, and being
3 otherwise fully advised, it is hereby found that:

4 Plaintiff seeks leave to serve Defendants Howard Stroble, Mathew Bradley,
5 Michael Goal, Thomas Zang, and Mateusz Czajka by alternative means pursuant to
6 Fed.R.Civ.P. 4(h)(2) and Fed.R.Civ.P. 4(f)(3).

7 Federal Rule of Civil Procedure 4(h)(2) authorizes service of process on a foreign
8 business entity in the manner prescribed by Rule 4(f) for individuals.

9 Federal Rule of Civil Procedure 4(f)(3) reads, in pertinent part:

10 (f) Serving an Individual in a Foreign Country. Unless federal law
11 provides otherwise, an individual-other than a minor, an incompetent
12 person, or a person whose waiver has been filed-may be served at a place
not within any judicial district of the United States:

13 (1) by an internationally agreed means of service that is reasonably
14 calculated to give notice, such as those authorized by the Hague
Convention on Service Abroad of Judicial and Extra Judicial
Documents;

15 (2) if there is no internationally agreed means, or if an international
16 agreement allows but does not specify other means, by a method that is
reasonably calculated to give notice:

17 (A) as prescribed by the foreign country's law for service in that
18 country in an action in its courts of general jurisdiction;

19 (B) as the foreign authority directs in response to a letter rogatory or
20 letter of request; or

21 (C) unless prohibited by the foreign country's law, by;

22 (i) delivering a copy of the summons and of the complaint to the
23 individual personally; or

24 (ii) using any form of mail that the clerk addresses and sends
25 to the individual personally; or

26 (3) by other means not prohibited by international agreement, as the
court orders. Fed. R. Civ. P. 4(f)(3).

1 Plaintiff seeks an order permitting service under Federal Rule of Civil Procedure
2 4(f)(3), which must be (1) directed by the court, and (2) not prohibited by international
3 agreement. *Rio Properties, Inc. v. Rio Int'l Interlink*, 284 F.3d 1007, 1014 (9th Cir. 2002).

4 In reviewing Rule 4(f)(3), the Ninth Circuit found that “[n]o other limitations are
5 evident from the text.” *Id.* Rule 4(f) does not “create a hierarchy of preferred methods of
6 service of process” and, “court -directed service under Rule 4(f)(3) is as favored as service
7 available under Rule 4(f)(1) or 4(f)(2).” *Id.*, 284 F.3d at 1015. Under Rule 4(f)(3), a
8 method of service must comport with constitutional notions of due process and must not
9 violate any international agreement. *Id.*, 284 F.3d at 1015, 1016. A method of service
10 comports with due process if it is “reasonably calculated, under all the circumstances, to
11 apprise interested parties of the pendency of the action and afford them an opportunity to
12 present their objections.” *Id.* at 1016, 1017 (quoting *Mullane v. Cent. Hanover Bank &*
13 *Trust*, 339 U.S. 306, 314 (1950)).

14 “[T]rial courts have authorized a wide variety of alternative methods of service
15 including publication, ordinary mail, mail to the defendant’s last known address,
16 delivery to the defendant’s attorney, telex, and most recently, email.” *Id.* at 1016.
17 However, in effectuating service of process under Fed.R.Civ.P. 4(f) (3), a plaintiff must obtain
18 prior court approval for the alternative method of service. *Brockmeyer v. May*, 383 F.3d
19 798, 806 (9th Cir. 2004).

20 Plaintiff brings a copyright infringement action against Howard Stroble, Mathew
21 Bradley, Michael Goal, Thomas Zang, and Mateusz Czajka seeking redress for
22 Defendants’ misappropriation of Plaintiff’s copyrighted works. In an attempt to
23 determine the location of the owners and operators of the web sites, Plaintiff conducted
24 early discovery, serving subpoenas on known vendors providing services for the web sites.
25 Plaintiff discovered that these vendor accounts are in the name and/or control of Howard
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1 Stroble, Mathew Bradley, Michael Goal, and Thomas Zang. Plaintiff further discovered
2 that Mateusz Czajka is involved in operational control over the infringing web sites. For
3 each defendant, either only partial addresses were provided to vendors or addresses which
4 are clearly unrelated to the defendants were provided. Valid email address were located for
5 each defendant. Thus, Plaintiff has email addresses for each Defendant, but has not obtained
6 a valid physical addresses despite diligent efforts to find one.

7 In the absence of a valid address, Plaintiff cannot personally serve Defendants. In
8 view of the difficulties surrounding personal service without the ability to determine an
9 actual physical address, Plaintiff seeks an order permitting service on Defendants by email
10 and has obtained email addresses for them. Plaintiff asserts that service through email
11 comports with due process because it is reasonably calculated to inform Defendants of the
12 impending action, and under the circumstances here, it is the only means of providing notice
13 to Defendants.

14 In *Rio Properties*, the Ninth Circuit found that email was “the method most likely
15 to reach” a defendant who operated a website from Costa Rica with no discoverable street
16 address in either the United States or Costa Rica, and who only provided an email address
17 as a contact. 284 F.3d at 1017-118. Like *Rio Properties*, Plaintiff argues Defendant are
18 located in Russia, Columbia, Poland or Belize and have a business that is conducted through
19 the internet. Furthermore, through its investigation, Plaintiff has been unable to determine a
20 physical address for Defendants and is, thus, unable to serve Defendants by any other
21 means.

22 Plaintiff also contends there is no authority that expressly provides or implies that
23 email service is prohibited by international agreement, or otherwise, in Russia, Columbia,
24 Poland or Belize. Additionally, the decision in *Rio Properties* and other cases from
25 district courts nationwide support the proposition that service by email is not generally
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prohibited by international agreement. *Bullex v. Yoo*, 2011 U.S. Dist. LEXIS 35628 (D. Utah Apr. 1, 2011) (finding email service appropriate upon defendant of unknown location in South Korea); *Bank Julius Baer & Co. Ltd v. Wikileaks*, 2008 WL 413737, at * 2 (N.D. Cal. 2008) (finding plaintiff had successfully demonstrated that service through email was not prohibited by an international agreement); *Williams-Sonoma Inc. v. Friendfinder Inc.*, 2007 1140639, at 2 (N.D. Cal. 2007) (concluding that there was no showing that service by email was prohibited by an international agreement).

The Court agrees and finds that service of Defendants Howard Stroble, Mathew Bradley, Michael Goal, Thomas Zang, and Mateusz Czajka through email is appropriate and that it comports with due process. Plaintiff has demonstrated that it has been unable to obtain a physical address for Defendants Howard Stroble, Mathew Bradley, Michael Goal, Thomas Zang, or Mateusz Czajka. Additionally, Plaintiff has shown that because Defendants conduct business through the internet, service through email will give Defendants sufficient notice and opportunity to respond. The Court also finds that issuing an order allowing service via email would not be prohibited by international agreement.

In accordance with the foregoing, **IT IS ORDERED** that Plaintiff's *Ex Parte* Motion for Alternate Service on Defendants Howard Stroble, Mathew Bradley, Michael Goal, Thomas Zang, and Mateusz Czajka is **GRANTED** and that these Defendants may be served at:

- Defendant Howard Stroble to mydiskisbrokenandicantrenew@bk.ru;
- Defendant Mathew Bradley to email v-cf837@pm.me;
- Defendant Michael Goal to email v-cf837@pm.me;
- Defendant Thomas Zang to email Belize.internet.services@bk.ru; and
- Defendant Mateusz Czajka to emails Otex24@gmail.com and otto@sotmsugmsl.com.

Service is valid upon transmission of an email to the Defendants.

1 Dated this 1st day of December, 2020.

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BENJAMIN H. SETTLE

United States District Judge